

RESOLUTION AGREEMENT
University of California, Santa Barbara
OCR Case No. 09-20-2001

The University of California, Santa Barbara (University), without admitting to any violation of law, agrees to implement this Resolution Agreement (Agreement) to resolve the compliance concerns identified by the U.S. Department of Education, Office for Civil Rights (OCR), under Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (Title II), and the implementing regulations in the above-referenced OCR case number.

I. DISABLED STUDENTS PROGRAM (DSP) OFFICE

- a. The University will identify an on-campus resource for DSP to consult with regarding classroom ergonomics in working with students who request alternative furniture because of limitations based on disability.
- b. The University will build into its DSP on-line platform a method for identifying and describing furniture accommodations based on disability.
- c. In order to prevent unwanted disclosure of disability status, the University will allow disabled students the option to opt out of having their names and e-mail addresses available for view by student notetakers.

Reporting Requirements:

By October 31, 2020, University will provide OCR the name of the on-campus ergonomic resource person and how this person is available to provide consultation to DSP on an as-needed basis.

By October 31, 2020, the University will provide a screenshot demonstrating how furniture accommodations are documented in the on-line system.

By October 31, 2020, the University will confirm that actions have been taken to allow, on an individual basis, an opt-out of the name and e-mail address being disclosed to student notetakers. Documentation will include a method for informing disabled students of their right to opt-out and a method for how they can communicate that they are requesting an opt-out.

II. INDIVIDUAL REMEDY

- a. By October 31, 2020, the University will develop an explicit furniture accommodation for the Student, taking into account her medical documentation, and include it in its on-line platform of approved accommodations. DSP will consult with an ergonomic specialist, as needed.

- b. By October 31, 2020, the University will explicitly notify the Student of the furniture accommodation in the on-line system.
- c. Upon notification, if the Student notifies the University that the accommodation is inadequate, a counselor from the DSP office will meet with her to discuss whether limitations imposed by her disability necessitate different furniture requirements, including any adjustments to current furniture, current placement of furniture in the classroom setting, and the provision of new or different furniture. The University will have available an individual with expertise in ergonomics to meet with the Student and DSP and clarify what furniture design would best meet the needs of the Student based on her disability.

Reporting Requirements:

By October 31, 2020, the University will provide OCR a copy of the notification to the Student, described under I.b.

By October 31, 2020, the University will provide an update regarding any meetings with the Student about the furniture accommodation.

II. MONITORING

The University understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the University understands that during the monitoring of this Agreement, OCR may visit the University, interview staff and students and request such additional reports or data as are necessary for OCR to determine whether the University has fulfilled the terms of this Agreement. Upon the satisfaction of the commitments made under the Agreement, OCR shall close the case.

The University understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR shall give the University written notice of the alleged breach and sixty (60) days to cure the alleged breach.

_____/s/_____
Henry T. Yang
Chancellor

_____04/22/2020_____
Date